

TITLE: COP 150_DL 65_8-ft. Shoulders at South Ave Grade Separation

DATE: 10/02/2017

PROJECT: Construction Package No. 2-3

CONTRACT NO: HSR13-57

CONTRACTOR: Attn: Michael Costa
 Dragados / Flatiron Joint Venture
 1775 Park St, Bldg 75
 Selma, CA 93662

DESCRIPTION OF CHANGE:

This Change Order is to implement Authority's Directive Letter No. 00065, "8-ft. Shoulders at South Ave Grade Separation," in DFJV's Design. This Change Order will cover the cost for the Design Scope of Work covered per Jacobs Engineering Letter – LTR0057, titled "Change Notice 86 - Response to Directive Letter 65," dated November 22, 2016 and attached with DFJV's COP No. 0150 Letter DFJV-HSR-0378 dated January 20, 2017, attached with DFJV's Transmittal CP02- 02129 received January 20, 2017.

The compensation in this Change Order is per Section 17.9 and Section 23.0 of the General Provisions. This Change Order also includes the cost of Bond and Insurance required for increase in the Scope of Work. These costs are agreed as full and complete costs for Jacobs Engineering and DFJV for increased Design Scope of Work per Directive Letter No. 00065.

The alleged cost of Design for Project Management, Administration, Quality Assurance, and Other Direct Costs (ODCs) submitted by DFJV's Subcontractor, Jacobs Engineering, was evaluated but not included in this Change Order since Jacobs Engineering could not come to an agreement as to the Authority's estimated cost for the same. Jacobs Engineering voluntarily deferred these costs and, instead, reserves the right to include these costs for evaluation by the Authority as part of a time impact to the overall schedule.

The cost of DFJV's Support during the Design Phase, Construction, Construction Support Services, VV&SC required during the Construction Phase to implement the Authority's Directive Letter No. 00065 will be covered under a forthcoming Change Order after the cost of these services are determined and agreed between DFJV and the Authority.




DETERMINATION OF TIME IMPACT and TIME ADJUSTMENT:

Determination of time impact and time adjustment, if any, will be deferred until completion of the Work specified in this Change Order pending analysis in accordance with the Contract.

PCO	Payment Item	Description	Quantity	Units	Unit Price	Net Amount	Time Adj. (Days)
00001		This lump sum payment will cover the cost of Design to implement Authority's Directive Letter No. 00065 for Jacobs Engineering.	1.0	LS	\$54,204.00	\$54,204.00	0
00002		This lump sum payment includes DFJV's sub-contractor 7% markup per Section 23.0 of General Provision	1.0	LS	\$3,794.28	\$3,794.28	0
00003		This lump sum payment covers DFJV's cost for Design Support Services for added scope of work per Authority's Directive Letter No. 00065	1.0	LS	\$0.00	\$0.00	0
00004		This lump sum payment covers DFJV's cost for Bond and Insurance for added scope of work per this change order	1.0	LS	\$2,232.93	\$2,232.93	0
Total:						\$60,231.21	0

ATTACHMENTS:

Initials Acknowledging Page 1 of 2

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			

TITLE: DL 065, 8' Shoulders South Avenue GS

DATE: 10/02/2017

PROJECT: Construction Package No. 2-3

CONTRACT NO: HSR13-57

Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Fresno, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

Subcontractor's Sworn Certification(s):

Attached as _____ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

Dragados / Flatiron Joint Venture

Acceptance by

Signature

Michael Costa - Project Director

Date

10/6/17

California High-Speed Rail Authority

Submitted by

Signature

Carole N. Sanders - DB Oversight Manager

Date

10/9/17

Recommended by

Signature

Gladys Guzman - Design & Construction Manager

Date

10/9/17

Approval by


Signature

Scott Jarvis - Chief of Engineering

Date

N/A

Initials Acknowledging Page 2 of 2

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by
			GG